

Pro Se 7 (Rev. 10/16) Complaint for Employment Discrimination

United States District Court
for the
NORTHERN DISTRICT OF ALABAMA

2021 JUL 22 P 2:25

Plaintiff,
(Write your full name. No more than one plaintiff may be named in a pro se complaint)

v. Steven Barclay

Case No.:

1:21-CV-1005-ACA
(to be filled in by the Clerk's Office)

JURY TRIAL ☐ Yes ☐ No

Brand Satway Service LLC
Defendant(s),

(Write the full name of each defendant who is being sued. If the names of all defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names)

COMPLAINT FOR EMPLOYMENT DISCRIMINATION

I. The Parties to This Complaint

A. The Plaintiff

Name Steven Barclay
Street Address 703 Roosevelt Ave
City and County Talladega AL
State and Zip Code AL 35160
Telephone Number 256-493-9085
E-mail Address (if known) barclaysteve40@yahoo.com

- ☐ Check here to receive electronic notice through the e-mail listed above. By checking this box, the undersigned consents to electronic service and waives the right to personal service by first class mail pursuant to Federal Rule of Civil Procedure 5(b)(2), except with regard to service of a summons and complaint. The Notice of Electronic Filing will allow one free look at the document, and any attached PDF may be printed and saved.

July 22 2021
Date

Steven Barclay
Participant Signature

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II. Basis for Jurisdiction**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization or a corporation. For an individual defendant, include the person's job or title (*if known*). Attach additional pages if needed.

Defendant No. 1

Name Toney Mallett
 Job or Title (*if known*) Project Manager
 Street Address 1922 Old Murfreesboro Pike
 City and County Nashville
 State and Zip Code TN. 37217
 Telephone Number 615-686 3194
 E-mail Address (*if known*) j.mallett@brandsafway.com

Defendant No. 2

Name Mark Klausman
 Job or Title (*if known*) Project Manager
 Street Address 2233 Cassen Drive
 City and County Fenton
 State and Zip Code MO 63020
 Telephone Number 314-277-2668
 E-mail Address (*if known*) Mklausman@brandsafway.com ^{Low Case #11}

Defendant No. 3

Name Chuck McCartney
 Job or Title (*if known*) Human Resources Director
 Street Address 1595 Highway 87
 City and County Alabaster, Shelby
 State and Zip Code AL, 35007
 Telephone Number 586-552-6918
 E-mail Address (*if known*) cmccartney@brandsafway.com

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Defendant No. 4

Name

Terome Peterson

Job or Title (if known)

Business agent or manager

Street Address

P.O. Box 1211

City and County

Birmingham AL 35201

State and Zip Code

AL 35234

Telephone Number

205-251-8810

E-mail Address (if known)

Local 559@bellsouth.net**C. Place of Employment**

The address at which I sought employment or was employed by the defendant(s) is:

Name

Hillabee Power Plant Exelon Gen.

Street Address

152 Brick Plant Road

City and County

Alexander

State and Zip Code

AL 35010

Telephone Number

404 856-4188**II. Basis for Jurisdiction**

This action is brought for discrimination in employment pursuant to (check all that apply):

- ☒ Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (race color, gender, religion, national origin).

(Note: In order to bring suit in federal district court under Title VII, you must first obtain a Notice of Right to Sue letter from the Equal Employment Opportunity Commission.)

- ☐ Age Discrimination in Employment Act of 1967, as codified, 29 U.S.C. §§ 621 to 634.

(Note: In order to bring suit in federal district court under the Age Discrimination in Employment Act, you must first file a charge with the Equal Employment Opportunity Commission.)

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- ☐ Americans with Disabilities Act of 1990, as codified, 42 U.S.C. §§ 12112 to 12117.

(Note: In order to bring suit in federal district court under the Americans with Disabilities Act, you must first obtain a Notice of Right to Sue letter from the Equal Employment Opportunity Commission.)

- ☐ Other federal law (specify the federal law):

Relevant state law (specify, if known):

Relevant city or county law (specify, if known):

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

- A. The discriminatory conduct of which I complain in this action includes (*check all that apply*):

- ☐ Failure to hire me
- ☒ Termination of my employment
- ☐ Failure to promote me
- ☐ Failure to accommodate my disability
- ☒ Unequal terms and conditions of my employment
- ☒ Retaliation

- ☐ Other acts (specify): per diem pay, 2hr. show up time, 36hr late pay

(Note: Only those grounds raised in the charge filed with the Equal Employment Opportunity Commission can be considered by the federal district court under the federal employment discrimination statutes.)

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B. It is my best recollection that the alleged discriminatory acts occurred on date(s):

OCT 17, 2019 When I started complaining about equal pay
and per diem pay, and unilateral change in condition
of employment. (CBA)

C. I believe that defendant(s) (check one):

- ☐ is/are still committing these acts against me
☒ is/are not still committing these acts against me

D. Defendant(s) discriminated against me based on my (check all that apply and explain):

- ☒ race All the Insulator were Caucasian got paid
☐ color _____
☐ gender/sex _____
☐ religion _____
☐ national origin _____
☐ age (year of birth) _____
(only when asserting a claim of age discrimination)
☐ disability or perceived disability (specify disability) _____

E. The facts of my case are as follows. Attach additional pages if needed. On

OCTober 17, 2019 I was force to do Insulation
work by Mark Klausman or be terminated
I ask Him was I going to get the same
pay. He said He dont have to give me the
same pay if Not in the collective bargain
agreement, so I call my bussiness agent.
He said that if I do the work he have
to pay me, I did the work that day. on

OCTober 18, 2019 Mark yell me off doing Insulation work
On OCT 19 2019 I was terminated

(Note: As additional support for the facts of your claim, you may attach to this complaint a copy of your charge filed with the Equal Employment Opportunity Commission, or the charge filed with the relevant state or city human rights division.)

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IV. Exhaustion of Federal Administrative Remedies

A. It is my best recollection that I filed a charge with the Equal Employment Opportunity Commission or my Equal Employment Opportunity counselor regarding the defendant's alleged discriminatory conduct on (date): March 12, 2019

B. The Equal Employment Opportunity Commission (check one):

☐ has not issued a Notice of Right to Sue letter

☒ issued a Notice of Right to Sue letter, which I received on (date): May 1, 2021
Thru Mail

(Note: Attach a copy of the Notice of Right to Sue letter from the Equal Employment Opportunity Commission to this complaint.)

C. Only litigants alleging age discrimination must answer this question:

Since filing my charge of age discrimination with the Equal Employment Opportunity Commission regarding the defendant's alleged discriminatory conduct (check one):

☐ 60 days or more have elapsed

☒ less than 60 days have elapsed

V. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Discharge, suspend, or discipline employees for proper cause (CBA)

equal pay for equal work \$10,000

Retaliation \$40,000 settlement, \$1 million in court emotion stress \$250,000

fabricating evidence, should be \$75 million let Judge decide

Jordan pay, check late pay, wrongful termination

Title 7 - Judge decided

VI. Certification and Closing

Under Rule 11 of the Federal Rules of Civil Procedure, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of Signing: July — 2021

Signature of Plaintiff: Steven Barclay

Printed Name of Plaintiff: Steven Barclay

B. For Attorneys

Date of Signing: _____

Signature of Attorney: N/A Attached

Printed Name of Attorney: _____

Bar Number: _____

Name of Law Firm: _____

Street Address: _____

State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

1 complaint

Steve Barclay

Address: 703 Roosevelt Ave

Talladega, AL 35160

Phone: (256)493-9085

Email: barclaysteve40@yahoo.com

July 22, 2021

To the attn of:

Northern District Court of Alabama

1729 5th Ave N #140,

Birmingham, AL 35203

To District Court of Alabama Official:

I am issuing this formal complaint against Brand and Safway due to multiple infractions which include: racial discrimination, retaliation due to me refusing to work outside of my job title, agreed work duties, and our collective bargaining agreement. While being employed by Brand and Safway and after being terminated they also withheld money and didn't comply with the collective bargaining agreement in regards to travel pay per diem, and didn't acknowledge time I was on site for pay. My inquisition about equal pay, the collective bargaining agreement, and racial discrimination ultimately led to my termination on Oct 19, 2019.

I was hired by Brand & Safway to be a general laborer, which is an unskilled position, however after a small amount of time there with no prior or on the job training I was asked to do skilled work in the form of insulation; a job that requires insulation workers to pull insulation off a header, a complex job that dealt with a machine that held heat and steam. That was another job and position within the organization that even had a higher pay scale for insulation workers, however I was asked to do equal work

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for unequal pay such as insulation work on multiple occasions. The majority of the unskilled labor workers were African American who were paid less, however we worked a lot with insulation workers who were majority white men who were considered skilled workers but were doing the same work (such as the insulation work), but they were getting paid a lot more. I told my black supervisor about the situation but my direct authority was the project manager, a caucasian man by the name of Mark Klausman. Soon after I met with my supervisor I was called to meet with Mark Klausman; I informed him about the CBA, and the equal work and equal pay rule but he grew very irritated the when I mentioned race and equal pay, in response he showed me a document that wasn't in the CBA that dealt with a composite crew and then he threatened to fire me. He also said I missed two Saturdays, however it was already agreed upon and I was told I would not have to work any Saturdays. I even have recorded tapes and witnesses in Ms. Martha Cowlin and Mr. Todd Cunningham that can corroborate that I was not to work on Saturdays. After this meeting I called my Business agent Jerome Peterson and he said I must be paid equally for the hours of insulation work I was doing. On Friday October 18,2019(the day before I was terminated) my supervisor didn't say anything about overtime or working on Saturday October 19th so of course I went home Friday, and came to work the following Monday October 21,2019 ready to work my regular schedule, but instead I was notified I was fired. According to their paperwork I was fired Saturday Oct 19th

3rd complaint

2019 through email.

Brand and Safway also didn't pay me for all the hours I worked, and for the time I was on-site while working for them. In addition they disregarded pay for travel per diem. When I was hired for Brand & Safway the collective bargaining agreement indicated 50 miles per diem which I qualify for, but after I was hired they disregarded what was in the collective bargaining agreement (CBA) and stated it was now 65 miles per diem. In respect to on site pay I wasn't paid in a timely manner after being terminated. Each twenty-four hours without check equals four hours in respect to the CBA. I didn't receive my final check until October 29, 2019. In summary they owe me thirty six hours pay due to the check being late according to their rules and the CBA. I was later offered a sixteen hour settlement check that equaled regular pay, however due to that being a completely unfair offer I declined. I was Terminated on a Saturday according to an email. They didn't notify me on a workday, so of course I arrived at work that Monday and after being on the work site for two hours it was eventually explained to me I was terminated over the weekend. That was completely cruel, irresponsible, and negligent on their part. I was embarrassed and treated unfairly because I did my research, knew my position, called out the unfairness of the situation as a black laborer and eventually refused to be unequally paid any further.

Sincerely,

 July 22, 2021

W/ Complaint

Steve Barclay

EEOC Form 161 (11/2020)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: **Steven B. Barclay**
703 Roosevelt ave
Talladega, AL 35160

From: **Birmingham District Office**
Ridge Park Place
1130 22nd Street South
Birmingham, AL 35205

☐

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(g))

EEOC Charge No.

EEOC Representative

Telephone No.

560-2020-01379

KEVAN J. JACKSON,
Enforcement Supervisor

(205) 651-7035

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

☐

The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.

☐

Your allegations did not involve a disability as defined by the Americans With Disabilities Act.

☐

The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.

☐

Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge

☒

The EEOC issues the following determination: The EEOC will not proceed further with its investigation, and makes no determination about whether further investigation would establish violations of the statute. This does not mean the claims have no merit. This determination does not certify that the respondent is in compliance with the statutes. The EEOC makes no finding as to the merits of any other issues that might be construed as having been raised by this charge.

☐

The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.

☐

Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**, or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

for James E Love Sr

BRADLEY A. ANDERSON,
District Director

MAY 3 - 2021

Enclosures(s)

(Date Issued)

cc:

Elias Doitteau
Director, Human Resources
BRAND SAFWAY
5801 Orr Road
Charlotte, NC 28213

file D court Northern

Enclosure with EEOC
Form 161 (11/2020)

**INFORMATION RELATED TO FILING SUIT
UNDER THE LAWS ENFORCED BY THE EEOC**

*(This information relates to filing suit in Federal or State court under Federal law.
If you also plan to sue claiming violations of State law, please be aware that time limits and other
provisions of State law may be shorter or more limited than those described below.)*

**PRIVATE SUIT RIGHTS -- Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA),
the Genetic Information Nondiscrimination Act (GINA), or the Age
Discrimination in Employment Act (ADEA):**

In order to pursue this matter further, you must file a lawsuit against the respondent(s) named in the charge **within 90 days of the date you receive this Notice**. Therefore, you should **keep a record of this date**. Once this 90-day period is over, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and its envelope or record of receipt, and tell him or her the date you received it. Furthermore, in order to avoid any question that you did not act in a timely manner, it is prudent that your suit be filed **within 90 days of the date this Notice was issued to you** (as indicated where the Notice is signed) or the date of the postmark or record of receipt, if later.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. (Usually, the appropriate State court is the general civil trial court.) Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. Filing this Notice is not enough. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Your suit may include any matter alleged in the charge or, to the extent permitted by court decisions, matters like or related to the matters alleged in the charge. Generally, suits are brought in the State where the alleged unlawful practice occurred, but in some cases can be brought where relevant employment records are kept, where the employment would have been, or where the respondent has its main office. If you have simple questions, you usually can get answers from the office of the clerk of the court where you are bringing suit, but do not expect that office to write your complaint or make legal strategy decisions for you.

PRIVATE SUIT RIGHTS -- Equal Pay Act (EPA):

EPA suits must be filed in court within 2 years (3 years for willful violations) of the alleged EPA underpayment: back pay due for violations that occurred **more than 2 years (3 years) before you file suit** may not be collectible. For example, if you were underpaid under the EPA for work performed from 7/1/08 to 12/1/08, you should file suit **before 7/1/10** – not 12/1/10 – in order to recover unpaid wages due for July 2008. This time limit for filing an EPA suit is separate from the 90-day filing period under Title VII, the ADA, GINA or the ADEA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA or the ADEA, in addition to suing on the EPA claim, suit must be filed within 90 days of this Notice and within the 2- or 3-year EPA back pay recovery period.

ATTORNEY REPRESENTATION -- Title VII, the ADA or GINA:

If you cannot afford or have been unable to obtain a lawyer to represent you, the U.S. District Court having jurisdiction in your case may, in limited circumstances, assist you in obtaining a lawyer. Requests for such assistance must be made to the U.S. District Court in the form and manner it requires (you should be prepared to explain in detail your efforts to retain an attorney). Requests should be made well before the end of the 90-day period mentioned above, because such requests do not relieve you of the requirement to bring suit within 90 days.

ATTORNEY REFERRAL AND EEOC ASSISTANCE -- All Statutes:

You may contact the EEOC representative shown on your Notice if you need help in finding a lawyer or if you have any questions about your legal rights, including advice on which U.S. District Court can hear your case. If you need to inspect or obtain a copy of information in EEOC's file on the charge, please request it promptly in writing and provide your charge number (as shown on your Notice). While EEOC destroys charge files after a certain time, all charge files are kept for at least 6 months after our last action on the case. Therefore, if you file suit and want to review the charge file, **please make your review request within 6 months of this Notice**. (Before filing suit, any request should be made within the next 90 days.)

IF YOU FILE SUIT, PLEASE SEND A COPY OF YOUR COURT COMPLAINT TO THIS OFFICE.

☐ FEPA

☒ EEOC

560-2020-01379

null

and EEOC

State or local Agency, if any

Name (indicate Mr., Ms., Mrs.)

MR. STEVEN B BARCLAY

Home Phone

Year of Birth

Street Address

City, State and ZIP Code

TALLADEGA, AL 35160

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name

BRANDSAFWAY SOLUTIONS BIRMINGHAM

No. Employees, Members

15 - 100

Phone No.

(205) 685-1055

Street Address

City, State and ZIP Code

1595 HIGHWAY 87, ALABASTER, AL 35007

Name

No. Employees, Members

Phone No.

Street Address

City, State and ZIP Code

DISCRIMINATION BASED ON (Check appropriate box(es).)

☒ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NATIONAL ORIGIN
☒ RETALIATION ☐ AGE ☐ DISABILITY ☐ GENETIC INFORMATION
☐ OTHER (Specify)

DATE(S) DISCRIMINATION TOOK PLACE
Earliest Latest

10-17-2019 10-19-2019

☒ CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

I began my employment with the above named employer as a Laborer on October 7, 2019. On October 17, 2019, I complained to management about Blacks Laborers performing installation work but not getting paid for the extra work, however White Laborers performing installation work got paid for performing the work. On October 19, 2019, I was discharged.

I was told I was discharged because I did not work on a Saturday.

I believe I was discriminated against because of my race, Black and that Blacks as a class were being discriminated against and I was retaliated against for participating in a protected activity in violation of Title VII of the Civil Rights Act of 1964, as amended.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

Digitally signed by Steven Barclay on 03-12-2020 10:29 AM EDT

NOTARY - When necessary for State and Local Agency Requirements

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD		DO NOT WRITE IN THIS SPACE	
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		Case	Date filed
		10-CB-254741	November 21, 2019
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name LIUNA Local 559	b. Union Representative to Contact Jerome Peterson Business Manager		
c. Address P.O. Box 1211, Birmingham, AL 35201	d. Tel. No. (205)251-8810	e.e. Cell No.	
	f. Fax No. (205)322-5048	g. e-Mail	
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1)(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since about October 31, 2019, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to arbitrate the grievance of Steve Barclay regarding his discharge for arbitrary or discriminatory reasons or in bad faith.			
3. Name of Employer BrandSafway Service, LLC		4a. Tel. No.	4b. Cell No.
		4c. Fax No.	4d. e-Mail
5. Location of Plant involved (street, city, state, and ZIP code) 1922 Old Murfreesboro Pike, Suite 360, Nashville, TN 37217		6. Employer representative to contact Tony Mallett Project Manager	
7. Type of Establishment (factory, mine, wholesaler) Service Provider	8. Principal product or service Maintenance		9. Number of Workers employed 50
10. Full name of party filing charge Steve Barclay	11a. Tel. No.	11b. Cell No.	
	11c. Fax No.	11d e-Mail	
11. Address of party filing charge (street, city, state, and ZIP code) Talladega, AL 35260			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By: <i>Steven Barclay</i> (signature of representative or person making charge)		Tel. No. [REDACTED]	
Steve Barclay Print/type name and title or office, if any		Cell No.	
Address: [REDACTED] Talladega, AL 35260		Fax No.	
Date: 11/21/2019		e-Mail [REDACTED]	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1-2618594441

October 31, 2019

Mr. Steve Barclay

Talladega, AL 35260

Re: BradSafway Grievance

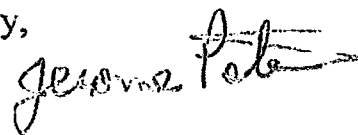
Dear Steve:

After investigation, Local 559 filed a grievance on your behalf against BradSafway regarding several issues you complained about. A copy of the grievance is attached. We met with the Company regarding this grievance. After discussion with the Company and investigation, the Company has offered 16 hours straight time pay to resolve the grievance.

After review and investigation, and consideration of the facts, the relative merits of the grievance and the costs and expenses of processing the grievance further, Local 559 has decided to accept the offer as a reasonable resolution of your grievance.

The Company is preparing a check which will be at the Local 559 office for you. We will let you know when we receive it.

Sincerely,



Jerome Peterson

GRIEVANCE FORM

Hand
Given
Oct 28, 2019Step IAggrieved Party(s) Steven BarclayCraft: Labor Local Union No.: 559Contractor: Brand Safway Job Location: 152 Brick Plant Road, Alexander City, 35010Date of Occurrence: 10/21/2019 Article Violated: II (1) ABC

I was wrongfully terminated because I wasn't told to work on weekends and I didn't receive my per diem. I was late receiving my layoff paper and check and I did not receive my food allowance on paycheck and pay for working as an insulator.

(Use reverse side if necessary)

Remedy Sought:

That the grievant Mr. Barclay be reinstated and paid all lost wages and benefits and put back to work and be made whole immediately

NO INVESTIGATION
By Jerome Peterson

Step II

International Representative

Company Representative

Date of Meeting

Place of Meeting

Company's Position

NO INVESTIGATION
By Jerome Peterson

4 FAXHRP 6/3/2021

- collective Bargain Agreement*
3. In the event that the dispute is not resolved at said meeting, the matter shall be referred to the Signatory Unions with which the Local Unions are affiliated and they and the Contractor shall have the opportunity to resolve the dispute.
 4. If the dispute is not resolved pursuant to the provisions of Article XXIV-3, within five (5) days of the notice set forth in Article XXIV-1, the matter shall be referred by email or fax by any Union or Contractor directly involved in the dispute for arbitration to the Impartial Arbitrator designated to resolve other issues under this Agreement. This individual will also serve as Impartial Arbitrator to resolve jurisdictional disputes under this procedure.
 5. The Arbitrator will set and hold a hearing as soon as possible but no later than seven (7) days of the referral to him. The Arbitrator shall notify the Contractor and the Local Unions, and the appropriate Signatory Unions by email or fax of the place and time chosen for the hearing. A failure of any party or parties to attend said hearing without good cause, as determined by the Arbitrator, shall not delay the hearing of evidence or issuance of a decision by the Arbitrator. The time periods set forth in Sections XXIV-1 through XXIV-5 can be extended by mutual agreement of the parties to the dispute in writing.
 6. The Arbitrator shall issue his or her decision within five (5) working days after the case has been closed. The decision of the Arbitrator shall be final and binding on all parties to the dispute.
 7. In rendering his decision, the Arbitrator shall determine first if the Work is modification or maintenance. If the Work is modification the Arbitrator shall render the decision utilizing the criteria in use at the time by the Signatory Unions for settling jurisdictional disputes in the construction industry. If the work is maintenance the Arbitrator shall consider the competency of the craft required to complete the Work safely and effectively; and because efficiency, cost, continuity, and good management are essential to the performance of the work. The Arbitrator shall also consider the interest of the Owner, the consumer, the past practices of the Contractor and area practice.
 8. The Arbitrator is not authorized to award back pay or any damages for a misassignment of work. Nor may any party to this procedure bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.
 9. Each party to the arbitration shall bear its own expense for the Arbitration. The Arbitrator's services will be paid for by the Owner.

ARTICLE XXV: TRAINING AND SCREENING

1. An individual who is required to satisfactorily demonstrate his or her ability to perform certain tasks through examination or test (e.g., welding tests), and/or demonstrate expertise determined by the Contractor to be necessary to perform nuclear maintenance and modification work (e.g., electrical splices, mechanical

The Arbitrator service will be paid for by the owner, so were is Jerome Peterson costs and expenses October 31, 2019 letter 7. Fax NLRB 6/3/2021

collective Bargain
agreement

When a Contractor is assigned Work that is to be performed at multiple generating facilities and the nature of the work is that the performance would benefit from the flexibility to have mobility of the workforce that provides continuity of employment during the outage season between generating facilities (a "Mobile Craft Workforce") the Contractor may request the Local Unions and Union of a craft for establishment of a Mobile Craft Workforce. Such request shall include a summary of the work with the benefit to be derived from this Appendix, an estimate of the number of employees represented by the Union/Local Union to be involved in the Mobile Craft Workforce, the timeframe and the facilities for which the Appendix shall be in effect. Upon approval of the Local Unions or the Union this Appendix shall be in full force and effect for the Union, Local Unions, the Contractor, and the Contractor's employees at the specified facilities for the specified timeframe.

- I The Mobile Craft Workforce shall be comprised of foremen and/or an adequate number of qualified craft workers necessary for the timely and proper manning and performance of the work. The Contractor will inform the Union of the estimated total number of foremen and/or craft workers represented by the Union that will be required for the Mobile Craft Workforce including their employment requirements. The Union will provide the Contractor with a list of individuals by craft and classification that are available to be employed by the Contractor as part of the Mobile Craft Workforce. When developing the list of craft available for the Mobile Craft Workforce, the Union will give preference to individuals that have previously worked in the Mobile Craft Workforce or have previous outage experience at the Owners generating facilities.
- II Once a Mobile Craft Workforce has been established the Contractor shall determine the deployment regarding the movement and assignment from facility to facility of employees as a group or as a portion of a group of the employees within the Mobile Craft Workforce. The balance of the craft workforce for the outage season will be obtained through the referral provisions of Article III of the Agreement
- III It is understood that wage rate and fringe benefit disparities may exist from one generating facility to another, which may affect the movement of the Mobile Craft Workforce. Therefore, when the Mobile Craft Workforce is implemented, the Contractor shall pay the individuals that are on the Mobile Craft Workforce the highest wage/fringe rate in effect at the generating facility of their home Local Union or the wage/fringe rate in effect at the generating facility where they are employed to perform the work, whichever is greater. It is understood that incidental travels between facilities to attend meetings, training, plan the work, etc. does not warrant a change in the pay rate for an employee. In addition, when individuals within the Mobile Craft Workforce are working at generating facilities other than a generating facility within the jurisdiction of their home Local Union, and travelling 50 miles each way to and from the project the Contractor shall pay those individuals a living expense of \$75.00 per day, subject to withholding for taxes. Said amount is subject to adjustment by the PNC to meet

Snake Gun Rev. 0

50 mile but no per diem paid
to Stephen Barclay

9 NLRB 6/3/2021

Time 10:29 AM
Date October 19, 2019

local559@bellsouth.net

From: Klusman, Mark <mklusman@brandsafway.com>
 Sent: Saturday, October 19, 2019 10:29 AM
 To: local559@bellsouth.net
 Cc: Hackler, Martin; Tobitt, Terry; Earle, Micheal
 Subject: Stephen Barkley
 Attachments: BrandSafway Services Manpower Request Laborers 10.7.19 .docx; BrandSafway Services Manpower Request Hillabee 9.17.19.docx

union Hall is close
 on Saturday
 so how could they
 Request mens

fabricate
 Document Date 10/19/2019
 Should be 10/18/2019

Good morning Jeanette,

I am sending this email to inform you that Stephen Barkley's services will no longer be required at our current job site at Exelon Hillabee. This job is scheduled for 6-10s, as stated in the above manpower requests... Stephen has not worked last weekend nor is he here today. Site supervision has informed me that he did not notify anyone last week that he was not coming in and he has not notified anyone today that he was not coming in, either. As you are probably aware, we plan our work each day for a certain number of craft, and our expectation is that if someone is unable to make it in for whatever reason, that site supervision be notified so adjustments can be made. As part of our orientation everyone is given specific contact information as part of new hire orientation and the number is posted and/or given to each individual employee. If you have any questions please feel free to reach out to me.

Thanks.

Mark Klusman | Insulation Project Manager
 BrandSafway Industries LLC 2233 Cassens Drive Fenton, MO 63026

BRAND SAFWAY

P: 636 461 2905 | C: 314 277 2668
 mklusman@brandsafway.com

Exhibit C2

On the 10/18/2019 3:16pm
 the Email came from Michael
 Earle Friday

On the 10/19/2019 10:29 AM
 The email came from
 Mark Klusman
Saturday

on October 18, or 19 Brand Saturday
Request Labor 3

BRAND

Brand Scaffold Rental and Erection, LLC

Termination Notice

Name Stephen Beckley S.S. No. _____
Date Last Worked 10/19/19 Rehire Yes ☒ No ☐

Reason For Termination

Voluntary Quit:

Disatisfied _____
To Seek Other Job _____
Personal Reasons _____

Discharge:

Refusal to Follow Instructions _____
Too Slow _____ Absentee _____
Drunk or Drinking on Job _____
Other (Explain) _____

Lay Off:

Job Completed _____
Reduction in Force ☒
Other (Explain) _____

Explanation: Job coming to an end

By John Moore Company Representative

Date 10/21/19

Local Union No. _____

WHITE - EMPLOYEE COPY / YELLOW - OFFICE COPY

10/21/2019

The email say Oct 19, 2019
Attachment 3 was

No Absentee
check

Not tard off

False Statement

REFERRAL PROCEDURES COMPLIANCE LOG SHEET

Person Who Took Order Call

Person Dispatched Job

Jeanette Martin Email from Michael Earle Jeanette Martin

Date of Request:

Month 10 Day 18 Year 2019 Friday

Time Request Was Received:

a.m. 3:16 P.m.

Name of Contractor:

Brand Safway

Job Site Location: Exelon 2019 Project

Job Site Supervisor: Tony Mallett

Number of Workers Requested: 3

Date to Report:

Month 10 Day 21 Year 2019 terminated

Time to Report:

7:00 a.m.

P.m.

Special Skills and Requirements:

75 per diem if member lives 125 miles or more from site.
6-105

Drug test prior to Monday

1	Schanna Wirfield	22
2	Britt Jackson	23
3	Ronald Washington	24
4		25
5		26
6		27
7		28
8		29
9		30
10		31
11		32
12		33
13		34
14		35
15		36
16		37
17		38
18		39
19		40
20		41
21		42

3 Labor — Date Requested 10/18/2019 Friday 3:16 PM
 — Date Request 10/19/2019 Saturday 10:29

BrandSafway Services LLC - Nashville
1922 Old Murfreesboro Pike
Suite 360
Nashville, TN 37217
T 360 226 0363
brandsafway.com

Per Diem: \$75.00 Per Day Worked if Employee lives 50 or more miles (one way) from the site.

Site Orientation Date: 04/15/2021

Site Orientation Time: 7:00am

- Per client/customer COVID-19 policies...

o Drug test to be completed before arrival to site & results in hand

- No exceptions will be made and if employee fails to possess this, they will be turned away and not paid. Call-out deemed not fulfilled and to be filled by current Brandsafway employee.

o Each referral will be required to view the Client Orientation Video prior to admittance to site on 04/15/2021

- This will be done in the gravel parking lot at 7:00am sharp on 04/15/2021

o Each referral will be required to fill out the Client Orientation Test prior to admittance to site on 04/15/2021

- This will be done in the gravel parking lot at 7:00am sharp on 04/15/2021

Site Orientation Location: ~~152~~ Brick Plant Rd. - Alexander City, AL 35010

Drug Screen Clinic: Main Street Family Urgent Care

Drug Screen Clinic Address: 2508 US HWY 280 (Across from Walmart)
Alexander City, AL 35010

Drug Screen Time Slot: Monday-Friday 9:00 AM – 7:00 PM
Saturday & Sunday 9:00 AM - 4:00 PM

CONSTRUCTION AND GENERAL LABORERS

3753

LABOR LOCAL UNION 559

REFERRAL PROCEDURES COMPLIANCE LOG SHEET

Person Who Took Order Call

Email from James Mallett

Person Dispatched Job

JEANETTE MARTIN

Date of Request

Month 10 Day 03 Year 2019

Time Request Was Received:

7:31 a.m.

P.m.

Name of Contractor

Brand Safway

Job Site Location: Exelon - Alexander City

Job Site Supervisor:

Tony Mallett 615 4863194

Number of Workers Requested: 4

Date to Report:

Month 10 Day 07 Year 2019

Time to Report:

7:00 a.m.

P.m.

Special Skills and Requirements:

1st shift 6-10's.

7:00 AM

75.00 Per day Worked if employee lives 65 or more miles from the site.

October 7 - October 25, 2019 Per J.P.

1 Todd Cunningham

2 John Mack

3 Marilyn Campbell

4 Kenneth Honeycutt

5

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22 10/8/19 9am 12:45 - 12:54 PM

23 Called and stated that he was not going to report for job 10/7/19.

24 Called project manager and he stated that he didn't need a replacement.

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Todd Cunningham
Witness Recorded statement

REFERRAL PROCEDURES COMPLIANCE LOG SHEET

Person Who Took Order Call

Email from Michael Earle

Person Dispatched Job

Jeanette Martin

Date of Request:

Month 09 Day 25 Year 2019

Time Request Was Received:

9:33 a.m.

P.m.

Name of Contractor:

Brand Safway

Job Site Location: 152 Brick Plant Rd

Job Site Supervisor: Tony Mallett 615 686 3194

Number of Workers Requested: 2

Date to Report:

Month 10 Day 07 Year 2019

Time to Report:

7:00 a.m.

P.m.

Special Skills and Requirements:

10-10's

75.00 Per Day worked if employee lives 65 or more miles from the site

Drug test prior to hire date, no later than Sunday 10-06-2019

1	Marek Pleszynski	22
2	Steve Barclay	23
3	Martha Cowlin	Witness Recorded statement
4		25
5		26
6		27
7		28
8		29
9		30
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20		41
21		42

CONSTRUCTION AND GENERAL LABORERS

LABOR LOCAL UNION 559

REFERRAL PROCEDURES COMPLIANCE LOG SHEET

Date of Request:

Month 4 Day 5 Year 2021

Time Request Was Received:

0800 a.m.

P.m.

Name of Organization:

PORTLAND AIRWAYJob Site Location: ELEON HILLABEE OUTAGE

Job Site Supervisor:

MARK KLUSMAN

Number of Workers Requested:

2

Date to Report:

Month 4 Day 15 Year 2021

Time to Report:

0700 a.m.

P.m.

Special Skills and Requirements:

SKILL1 CARLOS S. MILLER

22

2 GREGORY RADNEY

23

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Witness Gregory Radney

Contract that the Union Sign
 Recive OCT 16 2019

APPENDIX C

CRAFT MOBILITY

When a Contractor is assigned Work that is to be performed at multiple generating facilities and the nature of the work is that the performance would benefit from the flexibility to have mobility of the workforce that provides continuity of employment during the outage season between generating facilities (a "Mobile Craft Workforce") the Contractor may request the Local Unions and Union of a craft for establishment of a Mobile Craft Workforce. Such request shall include a summary of the work with the benefit to be derived from this Appendix, an estimate of the number of employees represented by the Union/Local Union to be involved in the Mobile Craft Workforce, the timeframe and the facilities for which the Appendix shall be in effect. Upon approval of the Local Unions or the Union this Appendix shall be in full force and effect for the Union, Local Unions, the Contractor, and the Contractor's employees at the specified facilities for the specified timeframe.

- I The Mobile Craft Workforce shall be composed of foremen and/or an adequate number of qualified craft workers necessary for the timely and proper manning and performance of the work. The Contractor will inform the Union of the estimated total number of foremen and/or craft workers represented by the Union that will be required for the Mobile Craft Workforce including their employment requirements. The Union will provide the Contractor with a list of individuals by craft and classification that are available to be employed by the Contractor as part of the Mobile Craft Workforce. When developing the list of craft available for the Mobile Craft Workforce, the Union will give preference to individuals that have previously worked in the Mobile Craft Workforce or have previous outage experience at the Owners generating facilities.
- II Once a Mobile Craft Workforce has been established the Contractor shall determine the deployment regarding the movement and assignment from facility to facility of employees as a group or as a portion of a group of the employees within the Mobile Craft Workforce. The balance of the craft workforce for the outage season will be obtained through the referral provisions of Article III of the Agreement
- III It is understood that wage rate and fringe benefit disparities may exist from one generating facility to another, which may affect the movement of the Mobile Craft Workforce. Therefore, when the Mobile Craft Workforce is implemented, the Contractor shall pay the individuals that are on the Mobile Craft Workforce the highest wage/fringe rate in effect at the generating facility of their home Local Union or the wage/fringe rate in effect at the generating facility where they are employed to perform the work, whichever is greater. It is understood that incidental travels between facilities to attend meetings, training, plan the work, etc. does not warrant a change in the pay rate for an employee. In addition, when individuals within the Mobile Craft Workforce are working at generating facilities other than a generating facility within the jurisdiction of their home Local Union, and traveling 50 miles each way to and from the project the Contractor shall pay those individuals a living expense of \$75.00 per day, subject to withholding for taxes. Said amount is subject to adjustment by the PNC to meet

Exhibit
 D-1

local559@bellsouth.net

From: Klusman, Mark <mklusman@brandsafway.com>
Sent: Friday, October 25, 2019 1:53 PM
To: local559@bellsouth.net
Subject: Stephen Barclay

Importance: High

Jerome,

This confirms our phone conversation that BrandSafway Industries LLC (BrandSafway) offers to pay Mr. Barclay 16 hours of straight-time pay for wait time to receive his lay-off pay-off in full and final settlement of all issues raised in his grievance which was delivered to me yesterday. BrandSafway believes the remaining issues raised in Mr. Barclay's grievance have no merit and they are hereby denied. Should Mr. Barclay decide to accept the offer, please get back to me at your earliest convenience. Thank you.

Thanks,

Mark Klusman | Insulation Project Manager
BrandSafway Industries LLC | 2233 Cassens Drive | Fenton, MO 63026

BRAND SAFWAY

P: 636 461 2905 C: 314 277 2668
mklusman@brandsafway.com

Laborers'
International
Union of
North America



LiUNA!

Feel the Power

Local Union 559
P.O. Box 1211
Birmingham, AL 35201-1211
Phone: 205-251-8810
or 205-251-1530
Fax: 205-322-5048

JEROME PETERSON
Business Manager/
Secretary-Treasurer

February 14, 2020

VIA FEDERAL EXPRESS

Steven B. Barclay
703 Roosevelt Avenue
Talladega, Alabama 35160-1864

RE: Check from Brand Energy Services, LLC

Dear Mr. Barclay:

Enclosed please find your check from Brand for settlement of the grievance relating to your separation from employment.

Sincerely,


Jerome Peterson

Enclosure

0686-BARC1 STEVEN B BARCLAY
EID: 60836539

from Feb 7/2020 to Tue Feb 11/2020

== HOURS ==		== EARNINGS ==		== DEDUCTIONS ==	
Reg Hrs	16.00	Reg Ern	302.24	Fed Tax	16.38
				St Tax	12.95
== OTHER BENEFITS ==		Gross Pay	302.24	Soc Sec	18.74
				Medcare	4.38
YTD Gross&Ben.	302.24	16.00 hrs @	18.89	DedlpdU	12.09
YTD Fed Tax	16.38				
YTD State Tax	12.95			Net Pay	237.70
YTD FICA Retir	18.74				
YTD Medicare	4.38				

John 16/23E

*18
31
30
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31
17
186*

Please verify Address & submit corrections to payroll administrator

Job # 69837
BRAND ENERGY SERVICES LLC
1325 COBB INTERNATIONAL KENNESAW, GA 30152

Base Rate 18.890
Check No: 06980689

THIS DOCUMENT INCORPORATES MULTIPLE SECURITY FEATURES

BRAND

BRAND ENERGY SERVICES LLC
1325 COBB INTERNATIONAL DR, SUITE A-1
KENNESAW, GA 30152
ALABAMA CRAFT Telephone: 678-285-1491

TWO HUNDRED THIRTY SEVEN DOLLARS & 70/100***

PAY TO THE ORDER OF

STEVEN B BARCLAY
703 ROOSEVELT AVE
TALLADEGA
AL 35160-1864

Bank of America, N.A.
Atlanta DeKalb County, Georgia
Member Federal Deposit Insurance Corporation

DATE
Feb 11/2020

CHECK NUMBER

06980689

PAY EXACTLY

\$ *****237.70

** Void after 180 days **

Jim Walter

AUTHORIZED SIGNATURE

== HOURS ==	== EARNINGS ==	== DEDUCTIONS ==
Reg Hrs	16.00 Reg Ern	302.24 Fed Tax
		16.38
		St Tax
		12.95
== OTHER BENEFITS ==	Gross Pay	302.24 Soc Sec
		18.74
		Medcare
		4.38
YTD Gross&Ben.	302.24	16.00 hrs @
YTD Fed Tax	16.38	18.89
YTD State Tax	12.95	DedlpdU
YTD FICA Retir	18.74	12.09
YTD Medicare	4.38	
		Net Pay
		237.70

John 16 x 23 E

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17
186

Please verify Address & submit corrections to payroll administrator

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BRAND ENERGY SERVICES LLC

1325 COBB INTERNATIONAL KENNESAW, GA 30152

Base Rate 18.890

Check No: 06980689

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DATE

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CHECK NUMBER

06980689

PAY EXACTLY

\$ *****237.70

** Void after 180 days **

PAY TO THE ORDER OF

STEVEN B BARCLAY
703 ROOSEVELT AVE
TALLADEGA
AL 35160-1864

Jim Walter

AUTHORIZED SIGNATURE

provided the remainder of the requirements of Section 17 are maintained. All employees shall receive a paper earnings statement for all payroll related deposits and, for those employees who receive payroll compensation via a debit card, one transaction per payroll period will be without fee to the employee. Employees terminating employment will receive final payroll compensation in the form of a paper check on their last day of employment subject to the exception in Section 19 of this Article for employees who quit without giving sufficient notice to the Contractor.

19. Lay off is pay off. Terminated employees shall be paid on the day of termination. Each Contractor shall pay four (4) hours pay to a terminated employee for each 24 hour period said employee must wait for his final pay. An employee who quits without giving sufficient notice to his Contractor shall be paid on the regular payday at the job site, or may have his final pay mailed to his address of record.

which is
Oct 18, 2019
Friday

20. Any Contractor working under the GPPMA will comply with all local and national apprenticeship standards established by the Joint Apprenticeship Training Committee.

21. There is no requirement to post a bond, provide monetary escrow or provide any other form of guarantee of payment to fringe benefit funds unless it is specifically required by the trust document of an individual fund.

ARTICLE XIII: TWENTY-FOUR (24) HOUR RULE AND MEAL ALLOWANCE

1. The twenty-four (24) clock is determined by the starting time of the employee's shift on one day and ends with the starting time of the employee's shift on the following day.

2. All time worked before and after the employee's shift hours in any twenty-four (24) hour period or on the sixth (6th) day shall be paid at the rate of time and one-half. All time worked on the seventh (7th) day and holidays shall be paid at the rate of double time. Any employee working overtime beyond his/her shift shall be paid overtime.

3. When an employee is required to work more than two (2) hours of unscheduled overtime beyond his/her regularly scheduled shift the Contractor will arrange either to have him/her receive one (1) hot meal or give him/her \$12.00 in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter. Meal allowance is only applicable to unscheduled overtime.

ARTICLE XIV: DAY WORK SCHEDULES

1. The standard work day shall be an established consecutive eight (8) hour period between the hours of 7 a.m. and 5 p.m. exclusive of a thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work Monday through Friday inclusive.

2. On any project when the job conditions dictate a change in the established starting time, alternative shifts and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor and the Local Union(s) involved shall mutually agree to such changes. If a work schedule change cannot be mutually agreed to between the Contractor and the Local Union(s) involved, the hours fixed in the Agreement shall prevail. However, the parties

(83)
March 6, 2020

- A. The Contractor may change the work week from five (5) days at eight (8) hours per day to four (4) days at ten (10) hours per day and back again, provided the union is given a minimum of four (4) calendar days' notice of such change and such change shall begin on Monday.
- B. The Contractor has the option of establishing a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. The standard workday shall be an established consecutive ten (10) hour day period between the hours of 6:00 am and 6:30 pm exclusive of a thirty (30) minute lunch period scheduled by the Contractor near the midpoint of the workday. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, a holiday or other conditions beyond the control of the Contractor, then Friday may, at the option of the Contractor, be worked as a make-up day at the straight time wage rate. All affected employees will be eligible to work the make-up day and a minimum of ten (10) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Contractor; the Union will be advised of the starting time.
- C. A Contractor may establish two (2) four (4) day, ten (10) hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of the thirty (30) minute lunch period. The day shift shall work four (4) days at ten (10) hours for ten (10) hours pay per day. The second shift shall work four (4) days at nine and one-half (9-1/2) hours for ten (10) hours pay per day. In the event the job is down due to weather conditions, a holiday or other conditions beyond the control of the Contractor, then Friday may, at the option of the Contractor, be worked as a make-up day at the straight time wage rate. All affected employees will be eligible to work the make-up day and a minimum of ten (10) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week.
- D. Employees who inform their Contractors on the last scheduled workday prior to the make-up day that they do not wish to work the make-up day, will not be penalized.
- E. Employees who are scheduled to work less than forty (40) hours from hire date to termination shall receive overtime pay for all hours worked in excess of eight (8) hours per day. In such cases, the Contractor shall have the option to work those employees on an eight (8) hour schedule.

Option #2: Four (4) Day Work Week, Ten (10) Hours per Shift (4 x 10's without Make-up Day)

- A. The Contractor may change the workweek from five (5) days at eight (8) hours per day to four days at ten (10) hours per day and back again, provided the union is given a minimum of four (4) calendar days' notice of such change and such change shall begin on Monday.
- B. The Contractor may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. The standard workday shall be an established consecutive ten (10) hour day period between the hours of 6:00 am

Violated I was not allow to work on Oct 12, 19, 2019

16 *Not in the table of contract (2015)*

*(SAS)
March 16, 2020*